

Panaji, 4th February, 1993 (Magha 15, 1914)

SERIES II No. 45

OFFICIAL GAZETTE

GOVERNMENT OF GOA

GOVERNMENT OF GOA

Education Department

Order

No. 16/1/88-EDN

Sanction of the Government is hereby conveyed for extending the period of ad-hoc appointment of the below mentioned lecturers in Government Polytechnic, Panaji, for a further period of six months from the date indicated in column No. 4 against their names or till the posts are filled up on regular basis, whichever is earlier.

Sr. No.	Name of the lecturer	Designation	Date when present ad-hoc appointment expires
1	2	3	4
1.	Shri Alvito D'Silva	Lecturer in Food Technology	2-1-93
2.	Smt. Jayashree K. N.	Lecturer in Maths	1-1-93
3.	Shri Pradeep K. Kusnur	Lecturer in Industrial Electronic	1-1-93
4.	Shri Rajendra G. Hegde	Lecturer in Civil Engineering	7-1-93
5.	Smt. B. K. Jayalakshmi	Lecturer in Physics	14-1-93
6.	Shri Prakash S. Parab	Lecturer in Mech. Engineering	31-1-93
7.	Kum. Sunita M. Sail	Lecturer in Elect. Engineering	28-1-93
8.	Shri Nilesh W. S. Borker	—do—	24-1-93

By order and in the name of the Governor of Goa,

S. S. Keshkamat, Under Secretary (Edu.).

Panaji, 15th January, 1993.

Order

No. 14/18/83-Vol-II/Part file

Government is pleased to promote the below mentioned Teachers Grade I/Senior Instructors/ADEIs/Headmistress/Headmasters of Government Middle School, on ad-hoc basis, to the posts of Headmasters of High School/Vice-Principals of Govt. Higher Secondary Schools in the pay scale of Rs. 2000-60-2300-75-2375-EB-75-2825-EB-75-3200-100-3300-EB-100-3500 as per Chattopadyaya Commission (Group 'B' posts) and post them in Govt. High Schools shown against their names in Col. No. 3 herebelow:—

The order takes effect from the date of taking over the charge of the post.

The pay of the promotee officers shall be fixed as per the rules.

The promotion is being made on purely ad-hoc basis and the ad-hoc promotion will not confer any right for regular promotion.

Until further orders the Government reserves the right to cancel at anytime the ad-hoc promotion and revert the Govt. servant to the post from which he/she was promoted:—

Sr. No.	Name of the officer, designation and his/her present posting	Posted on promotion
1.	2.	3.
1.	Smt. S. S. Khadilkar, Teacher Grade-I, T. B. Cunha Higher Sec. School, Panaji.	Headmistress, Govt. High School, Bogda, Vasco vice Shri T. N. Lobo retired.
2.	Smt. Prafulla Bhobe, Headmistress, Govt. Middle School, Reis Magos, Verem.	Headmistress, Govt. High School, Savoi Verem, Ponda vice Shri Yadav promoted.
3.	Shri S. G. Shenoi, A. D. E. I. Mapusa, Bardez-Goa.	Headmaster, Govt. High School, Thane, Satari (vice Shri Majid Aga promoted).

1	2	3	
4.	Shri Y.B. Samant, Headmaster, Govt. Middle School, Ugave, Pernem-Goa.	Headmaster, Govt. High School, New Vaddem, Vasco-da-Gama (vice Shri P. K. Mamai retired).	... Member
5.	Shri P. P. Cruz, Headmaster, Middle School Ambaulim, Quepem.	Headmaster, Govt. High School, Callem, Sanguem (vice Shri Diago M. Costa promoted).	... Member
6.	Shri D. V. Naik, Headmaster, Govt. Middle School, Moira, Bardez-Goa.	Headmaster, Govt. High School Dhavashirem, Tisca Usgao (vice Shri K. B. Marathe promoted).	... Member
7.	Shri A. D. Sadare, Headmaster, Govt. Middle School, Umbea, Salvador-do-Mundo, Bardez.	Headmaster, Govt. High School, Netorlim, Sanguem (vice Shri Hiramani transferred).	... Member
8.	Shri V. Y. Patil, Headmaster, Govt. Middle School, Kasarpal, Bicholim.	Vice-Principal, Govt. Higher Secondary School, Baina, Vasco. (vice Shri Malkarne transferred).	... Member
9.	Smt. R. A. Naik, Office of the A. D. E. I., Mapusa, Bardez-Goa.	Headmistress, Govt. High School, Ponda (vice Smt. Vanita Vernekar transferred).	... Member
4.	Director of Transport		... Member
5.	Shri Ramchandra Garde, Sarpanch Village Panchayat Pilgao, Bicholim.		... Member
6.	Shri Anil Hoble, Sarpanch, Village Panchayat, Merces.		... Member
7.	Shri Kamalakant Phadte, Sarpanch, Village Panchayat Revoda, Bardez.		... Member
8.	Shri Yeshwant Gawas Chandelkar, Headmaster, Navjivan Vidhyalaya Mandir, Darbandora, Goa.		... Member
9.	Shri P. R. Nadkarni, Principal, Purshotam Valaulikar, Jr. College, Mapusa.		... Member
10.	Shri George Rebello, President of the Consumers of Goa Society, Member of the State Consumer Protection Council.		... Member
11.	Shri Jaisingh N. Shirodkar, Mulgao, Bicholim, Goa.		... Member
12.	Chairman, Goa University Students Council, Taleigao.		... Member
13.	President, Goa Bus Owners Association, Panaji.		... Member
14.	President, Bus Transporters' Association South Goa, Margao.		... Member
15.	Shri Joaquim D'Souza, Kumbarjua, Goa.		... Member
16.	Shri Prakash Kashinath Naik, Cuncolim, Goa.		... Member
17.	Shri B. M. Gaunekar, Chief Reporter, 'Rashtramat'.		... Member
18.	Shri Pramod Kandeparkar, Special Correspondent, 'Navhind Times'.		... Member
19.	Shri R. Sarmalkar, Chief Reporter, 'Gomantak'.		... Member
20.	Assistant Director of Transport (Enforcement), North-Goa.		... Member Secretary.

The above officers shall take charge of the new postings on or before 1-2-1993.

By order and in the name of the Governor of Goa.

S. S. Keshkamat, Under Secretary (Education).

Panaji, 13th January, 1993.

Transport Department

Notification

No. 5/16/92-TPT

The Government is pleased to constitute a Bus Users Consultative Committee as under:—

- | | |
|--|--------------|
| 1. Minister for Transport | ... Chairman |
| 2. Secretary (Transport) | ... Member |
| 3. Managing Director, Kadamba Transport Corporation Ltd. | ... Member |

The Committee would be of advisory nature. The functions of the Committee would generally be as follows:—

1. To advise the Government from time to time in the matter of improvement in the Transport service and passenger comforts.
2. To look into various complaints of general nature and to interact with Bus Users/Bus Owners for improvement in the service.
3. To act as a Consultative forum at times of strikes etc. in the Transport sector.

The non official members would be entitled for TA/DA when called upon to attend the meeting of the Committee.

By order and in the name of the Governor of Goa.

B. N. Bhat, Under Secretary to the Govt. of Goa (Transport Department).

Panaji, 27th January, 1993.

Revenue Department

Notification

No. RD/TNC/BND/280/67/372

In pursuance of the proviso to sub-section (3) of Section 26 of the Goa, Daman and Diu Agricultural Tenancy Act, 1964, the Government hereby specify the following bund prescribed in the schedule appended hereto as protective bund for the purpose of the said proviso:—

SCHEDULE

Name of the bund	Village	Taluka	Approximate area protected (in Hectares)	Description of the bund
1	2	3	4	5
Bando Ao Peda	Sinquetim	Salcete	10 Ha.	The bund starts from the Church property of Navelim and ends with the property of Shri Graciano Dias of Benaulim. The said bund belongs to Shri Schubert Furtado of Sinquetim, runs North South direction marginal to the creek of river Sal and has a length of 250 mts.

By order and in the name of the Governor of Goa.

B. N. Bhat, Under Secretary (Revenue).

Panaji, 6th January, 1993.

Notification

No. RD/TNC/BND/280/67/374

In pursuance of the proviso to sub-section (3) of Section 26 of the Goa, Daman and Diu Agricultural Tenancy Act, 1964, the Government hereby specify the following bund prescribed in the schedule appended hereto as protective bund for the purpose of the said proviso:—

SCHEDULE

Name of the bund	Village	Taluka	Approximate area protected (in Hectares)	Description of the bund
1	2	3	4	5
Raicono	Carai-Shiroda	Ponda	4 Ha.	The bund starts from the property Fomento belonging to Shri Madhu Timblo and ends with the property of Shri Joseph Figueredo of Margao, runs North-South direction marginal to the creek of River Zuari and has a length of 450 mts.

By order and in the name of the Governor of Goa.

B. N. Bhat, Under Secretary (Revenue).

Panaji, 6th January, 1993.

Corrigendum

No. 22/146/90-RD

Read: Govt. Notification No. 22/146/90-RD dated 19-7-91 published in Official Gazette No. 20, Series II, dated 16-8-91 and in (1) Navhind Times dated 27-7-91 and (2) Rashtramat dated 30-7-91 regarding L. A. for construction of Tondwaddo, Pocowado, Nagwado, Humpto Chaul road in a length of 1845 mts. in V. P. Betalbatim in Salcete Taluka.

In the Schedule appended to the Notification cited above, the following existing entries in the Schedule are modified as indicated below:—

EXISTING ENTRIES

Survey No./ Sub. Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3
81/13 part	Aguir Remedio Noronha.	25
69/1 part	Jose Maria Barreto.	75
	Antonio Tito Barreto.	
25/2 part	Pociano Rebello.	200
89/9 part	Thomas R. Cana.	50
88/2 part	Jose Edwin A. F. Martins.	500
88/5 part	Pociano Rebello.	100
91/1 part	Tonio Alemao.	100

TO BE READ AS

Survey No./ Sub. Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3
81/13 part	Aguir Remedio Noronha.	225
69/1 part	Jose Maria Barreto.	90
	Antonio Tito Barreto	
25/2 part	Pociano Rebello.	250
89/9 part	Thomas R. Cana.	425
88/2 part	Jose Edwin A. F. Martins.	625
88/5 part	Pociano Rebello.	145
91/17 part	Tonio Alemao.	150

The total area shall be read as 16760.00 sq. mts. instead of 15900.00 sq. mts.

By order and in the name of the Governor of Goa.

B. N. Bhat, Under Secretary (Revenue).

Panaji, 15th January, 1993.

Public Health Department

Order

No. 8-12-90-II/PHD

Read: Order No. 8/12/90-II/PHD dated 14-12-90.

The resignation tendered by Dr. (Mrs.) Shubhangi Tambwekar, Demonstrator in Pathology, Goa Medical College has been accepted by the Government and she is relieved w. e. f. 17-9-1992 (A. N.).

There are no dues outstanding against her.

By order and in the name of the Governor of Goa.

D. N. Accavade, Under Secretary (Health).

Panaji, 19th January, 1993.

Notification

No. 13/53/92-I/PHD

In exercise of the powers conferred by Section 8 of the Prevention of Food Adulteration Act, 1954, as extended to the State of Goa, the Governor of Goa hereby re-appoints Shri Ramakant S. Sansguiri, Sr. Scientific Officer (Food) in the Combined Food & Drugs Laboratory under the Directorate of Food and Drugs Administration as Public Analyst, for the purpose of the said Act.

By order and in the name of the Governor of Goa.

D. N. Accavade, Under Secretary (Health).

Panaji, 11th January, 1993.

Department of Mines

Order

No. 96/509/88-Mines

In exercise of the powers conferred by sub-section (2) of section 8 of the Mines and Minerals (Regulation and Development) Act, 1957 (Central Act 67 of 1957), read with sub-rule (2) of rule 24A of the Mineral Concession Rules, 1960, the

Government of Goa hereby renews the mining lease with the previous approval of the Central Government in favour of M/s. Sociedade Timblo Irmaos Ltd. (hereinafter referred to as 'The Lessee'), for undertaking mining operations for Iron ore in the area shown in the schedule appended to this Order for a period of 10 years subject to the special conditions as laid down hereunder to be incorporated in the lease deed which shall be executed by the Lessee and the Governor of Goa:

1. The Lessee shall carry out at his expenses such experiments on remedial measures as directed by the Director of Industries and Mines, Government of Goa or any other officer authorised by him and shall report the result to him.
2. The Lessee shall allow, co-operate with and provide all facilities to the experts authorised by the Government to carry out research work or experiment on remedial measures in his leased area or dumping sites.
3. The Lessee shall at his own expenses undertake remedial measures to the satisfaction of the Director of Industries and Mines, Government of Goa (hereinafter called Director of Industries and Mines) to prevent damage to the agricultural or forest lands due to the flow of mining rejection or wastes or slimes resulting from his mining operations, within a reasonable time or such time as may be directed by the Director of Industries and Mines.
4. If the Director of Industries and Mines or the officer authorised by him in this behalf, is of the opinion that any active dump causes or will cause damage to the agricultural or forest land, which cannot be prevented, he may by order in writing, direct to stop further dumping on such dump. No such order shall however be made unless the Lessee is afforded a reasonable opportunity of stating his case.
5. The Lessee shall undertake to rehabilitate the land left over after the mining operations are concluded, through soil conservation measures to the satisfaction of the Government and within such reasonable time as the Government may by an order in writing specify.
6. In the event of the failure on the part of the Lessee to undertake the aforesaid measures within the stipulated period, the Government without prejudice to any other action it may take against the Lessee, may take the requisite steps to rehabilitate the said land and recover the expenses incurred for such work from the Lessee as arrears of land revenue.
7. The Lessee shall undertake necessary measures to consolidate the dumps by planting suitable species of grass, legumes, or trees, etc. as may be directed by the Director of Industries and Mines, from time to time.
8. The Lessee shall undertake to plant elsewhere within the leased area at least as many trees as are removed during the mining operations.
9. The Lessee shall not dump or allow it to be dumped any rejects at any point within a distance of 100 metres from the bank of any river or nallah and 50 metres from the lease boundary, except with the previous written permission of the Government.
10. The Lessee shall not discharge or allow it to be discharged any muddy and slimy water from the beneficiation/washing plant and shall provide settling tanks of proper design and adequate capacity for settling solids so that only decanted water may overflow.
11. The Lessee shall undertake the work of desilting of drains and streams outside the leased area periodically to prevent them from being choked and shall provide check dams to facilitate the settling of suspended solids.
12. The Lessee shall take necessary steps not to overload or allow it to be overloaded the trucks carrying the ore/rejects from the leased area to any loading point or stockyard.
13. The Lessee shall make and pay such reasonable compensation to the owner or tenant or occupant of the land or property situated in the leased area or in the vicinity of the leased area which is damaged or injured or disturbed as a result of mining operations or due to the flow of mining rejects, slimes or wastes from the mine as the case may be, as may be assessed by the Collector, South Goa in accordance with the law in force on the subject and shall indemnify or keep indemnified fully and completely the Govern-

ment against all claims which may be made by any person or persons in respect of any such damage, injury or disturbance and all costs and expenses in connection therewith.

14. The Lessee shall obtain surface rights or obtain consent of the owner/occupier of land before entering the land for commencement of mining operations in the area.

M/s. Sociedade Timblo Irmaos Ltd., shall on peril of revocation of this Order execute within a period of 180 days from the date of communication of this Order a deed of lease as contemplated under rule 31 of the Mineral Concession Rules, 1960.

SCHEDULE

District	Taluka	Village	T. C. No.	Area in hectares
North Goa	Bicholim	Cudnem	45 of 1952	40.56 Ha.

By order and in the name of the Governor of Goa.

Subhash V. Elekar, Under Secretary (Mines).

Panaji, 2nd January, 1991.

Order

No. 96/181/87-Mines

In exercise of the powers conferred by sub-section (2) of section 8 of the Mines and Minerals (Regulation and Development) Act, 1957 (Central Act 67 of 1957), read with sub-rule (2) of rule 24 A of the Mineral Concession Rules, 1960, the Government of Goa hereby renews the mining lease with the previous approval of the Central Government in favour of the legal heirs of late Shri N. S. Narvekar through Court Receiver (hereinafter referred to as 'The Lessee') for undertaking mining operations for Iron and Manganese ore in the area shown in the schedule appended to this Order for a period of 10 years subject to the special conditions as laid down hereunder to be incorporated in the lease deed which shall be executed by the Lessee and the Governor of Goa:

1. The Lessee shall carry out at his expenses such experiments on remedial measures as directed by the Director of Industries and Mines, Government of Goa or any other officer authorised by him and shall report the result to him.
2. The Lessee shall allow, co-operate with and provide all facilities to the experts authorised by the Government to carry out research work or experiments on remedial measures in his leased area or dumping sites.
3. The Lessee shall, at his own expenses undertake remedial measures to the satisfaction of the Director of Industries and Mines, Government of Goa (hereinafter called Director of Industries and Mines) to prevent damage to the agricultural or forest lands due to the flow of mining rejection or wastes or slimes resulting from his mining operations, within a reasonable time or such time as may be directed by the Director of Industries and Mines.
4. If the Director of Industries and Mines or the officer authorised by him in this behalf, is of the opinion that any active dump causes or will cause damage to the agricultural or forest land, which cannot be prevented, he may by order in writing, direct to stop further dumping on such dump. No such order shall however be made unless the Lessee is afforded a reasonable opportunity of stating his case.
5. The Lessee shall undertake to rehabilitate the land left over after the mining operations are concluded, through soil conservation measures to the satisfaction of the Government and within such reasonable time as the Government may by an order in writing specify.
6. In the event of the failure on the part of the Lessee to undertake the aforesaid measures within the stipulated period, the Government without prejudice to any other action it may take against the Lessee, may take

the requisite steps to rehabilitate the said land and recover the expenses incurred for such work from the Lessee as arrears of land revenue.

7. The Lessee shall undertake necessary measures to consolidate the dumps by planting suitable species of grass, legumes, or trees, etc. as may be directed by the Director of Industries and Mines, from time to time.
8. The Lessee shall undertake to plant elsewhere within the leased area at least as many trees as are removed during the mining operations.
9. The Lessee shall not dump or allow it to be dumped any rejects at any point within a distance of 100 metres from the bank of any river or nallah and 50 metres from the lease boundary, except with the previous written permission of the Government.
10. The Lessee shall not discharge or allow it to be discharged any muddy and slimy water from the beneficiation/washing plant and shall provide settling tanks of proper design and adequate capacity for settling solids so that only decanted water may overflow.
11. The Lessee shall undertake the work of desilting of drains and streams outside the leased area periodically to prevent them from being choked and shall provide check dams to facilitate the settling of suspended solids.
12. The Lessee shall take necessary steps not to overload or allow it to be overloaded the trucks carrying the ore/rejects from the leased area to any loading point or stockyard.
13. The Lessee shall make and pay such reasonable compensation to the owner or tenant or occupant of the land or property situated in the leased area or in the vicinity of the leased area which is damaged or injured or disturbed as a result of mining operations or due to the flow of mining rejects, slimes or wastes from the mine as the case may be, as may be assessed by the Collector, South Goa in accordance with the law in force on the subject and shall indemnify or keep indemnified fully and completely the Government against all claims which may be made by any person or persons in respect of any such damage, injury or disturbance and all costs and expenses in connection therewith.
14. The Lessee shall obtain surface rights or obtain consent of the owner/occupier of land before entering the land for commencement of mining operations in the area.

The legal heirs of late Shri Narvekar through Court Receiver shall on peril of revocation of this Order execute within a period of 180 days from the date of communication of this Order a deed of lease as contemplated under rule 31 of the Mineral Concession Rules, 1960.

SCHEDULE

District	Taluka	Village	Area in hectares
South Goa	Sanguem	Santona, Quirlapale	77.5575 Ha.

By order and in the name of the Governor of Goa.

Subhash V. Eltekar, Under Secretary (Mines).

Panaji, 1st March, 1990.

Order

No. 96/447/88-Mines

In exercise of the powers conferred by sub-section (2) of section 8 of the Mines and Minerals (Regulation and Development) Act, 1957 (Central Act 67 of 1957), read with sub-rule (2) of rule 24A of the Mineral Concession Rules, 1960, the Government of Goa hereby renews the mining lease with the previous approval of the Central Government in favour of M/s. Sociedade Timblo Irmaos Ltd. (hereinafter referred to as 'The Lessee'), for undertaking mining operations for Iron and Manganese Ore in the area shown in the schedule appended to this Order for a period of 10 years subject to the special conditions as laid down hereunder to be incorporated

in the lease deed which shall be executed by the Lessee and the Governor of Goa:

1. The Lessee shall carry out at his expenses such experiments on remedial measures as directed by the Director of Industries and Mines, Government of Goa or any other officer authorised by him and shall report the result to him.
2. The Lessee shall allow, co-operate with and provide all facilities to the experts authorised by the Government to carry out research work or experiments on remedial measures in his leased area or dumping sites.
3. The Lessee shall at his own expenses undertake remedial measures to the satisfaction of the Director of Industries and Mines, Government of Goa (hereinafter called Director of Industries and Mines) to prevent damage to the agricultural or forest lands due to the flow of mining rejection or wastes or slimes resulting from his mining operations, within a reasonable time or such time as may be directed by the Director of Industries and Mines.
4. If the Director of Industries and Mines or the officer authorised by him in this behalf, is of the opinion that any active dump causes or will cause damage to the agricultural or forest land, which cannot be prevented, he may by order in writing, direct to stop further dumping on such dump. No such order shall however be made unless the Lessee is afforded a reasonable opportunity of stating his case.
5. The Lessee shall undertake to rehabilitate the land left over after the mining operations are concluded, through soil conservation measures to the satisfaction of the Government and within such reasonable time as the Government may by an order in writing specify.
6. In the event of the failure on the part of the Lessee to undertake the aforesaid measures within the stipulated period, the Government without prejudice to any other action it may take against the Lessee, may take the requisite steps to rehabilitate the said land and recover the expenses incurred for such work from the Lessee as arrears of land revenue.
7. The Lessee shall undertake necessary measures to consolidate the dumps by planting suitable species of grass, legumes, or trees, etc. as may be directed by the Director of Industries and Mines, from time to time.
8. The Lessee shall undertake to plant elsewhere within the leased area at least as many trees as are removed during the mining operations.
9. The Lessee shall not dump or allow it to be dumped any rejects at any point within a distance of 100 metres from the bank of any river or nallah and 50 metres from the lease boundary, except with the previous written permission of the Government.
10. The Lessee shall not discharge or allow it to be discharged any muddy and slimy water from the beneficiation/washing plant and shall provide settling tanks of proper design and adequate capacity for settling solids so that only decanted water may overflow.
11. The Lessee shall undertake the work of desilting of drains and streams outside the leased area periodically to prevent them from being choked and shall provide check dams to facilitate the settling of suspended solids.
12. The Lessee shall take necessary steps not to overload or allow it to be overloaded the trucks carrying the ore/rejects from the leased area to any loading point or stockyard.
13. The Lessee shall make and pay such reasonable compensation to the owner or tenant or occupant of the land or property situated in the leased area or in the vicinity of the leased area which is damaged or injured or disturbed as a result of mining operations or due to the flow of mining rejects, slimes or wastes from the mine as the case may be, as may be assessed by the Collector, South Goa in accordance with the law in force on the subject and shall indemnify or keep indemnified fully and completely the Government against all claims which may be made by any person or persons in respect of any such damage, injury or disturbance and all costs and expenses in connection therewith.
14. The Lessee shall obtain surface rights or obtain consent of the owner/occupier of land before entering the

land for commencement of mining operations in the area.

M/s. Sociedade Timblo Irmaos Ltd., shall on peril of revocation of this Order execute within a period of 180 days from the date of communication of this Order a deed of lease as contemplated under rule 31 of the Mineral Concession Rules, 1960.

SCHEDULE

District	Taluka	Village	T. C. No.	Area in hectares
North Goa	Satari	Melauli	139 of 1953	77.2000 Ha.

By order and in the name of the Governor of Goa.

Subhash V. Elekar, Under Secretary (Mines).

Panaji, 2nd January, 1991.

Order

No. 96/301/88-Mines

In exercise of the powers conferred by sub-section (2) of section 8 of the Mines and Minerals (Regulation and Development) Act, 1957 (Central Act 67 of 1957), read with sub-rule (2) of rule 24A of the Mineral Concession Rules, 1960, the Government of Goa hereby renews the mining lease with the previous approval of the Central Government in favour of Smt. Kanta L. Melwani and Shri Harish L. Melwani, legal heirs of late Shri Lekhraj N. Melwani (hereinafter referred to as 'The Lessee'), for undertaking mining operations for Iron and Manganese Ore in the area shown in the schedule appended to this Order for a period of 10 years subject to the special conditions as laid down hereunder to be incorporated in the lease deed which shall be executed by the Lessee and the Governor of Goa:

1. The Lessee shall carry out at his expenses such experiments on remedial measures as directed by the Director of Industries and Mines, Government of Goa or any other officer authorised by him and shall report the result to him.
2. The Lessee shall allow, co-operate with and provide all facilities to the experts authorised by the Government to carry out research work or experiments on remedial measures in his leased area or dumping sites.
3. The Lessee shall at his own expenses undertake remedial measures to the satisfaction of the Director of Industries and Mines, Government of Goa (hereinafter called Director of Industries and Mines) to prevent damage to the agricultural or forest lands due to the flow of mining rejection or wastes or slimes resulting from his mining operations, within a reasonable time or such time as may be directed by the Director of Industries and Mines.
4. If the Director of Industries and Mines or the officer authorised by him in this behalf, is of the opinion that any active dump causes or will cause damage to the agricultural or forest land, which cannot be prevented, he may by order in writing, direct to stop further dumping on such dump. No such order shall however be made unless the Lessee is afforded a reasonable opportunity of stating his case.
5. The Lessee shall undertake to rehabilitate the land left over after the mining operations are concluded, through soil conservation measures to the satisfaction of the Government and within such reasonable time as the Government may by an order in writing specify.
6. In the event of the failure on the part of the Lessee to undertake the aforesaid measures within the stipulated period, the Government without prejudice to any other action it may take against the Lessee, may take the requisite steps to rehabilitate the said land and recover the expenses incurred for such work from the Lessee as arrears of land revenue.
7. The Lessee shall undertake necessary measures to consolidate the dumps by planting suitable species of grass, legumes, or trees, etc. as may be directed by the Director of Industries and Mines, from time to time.

8. The Lessee shall undertake to plant elsewhere within the leased area at least as many trees as are removed during the mining operations.
9. The Lessee shall not dump or allow it to be dumped any rejects at any point within a distance of 100 metres from the bank of any river or nallah and 50 metres from the lease boundary, except with the previous written permission of the Government.
10. The Lessee shall not discharge or allow it to be discharged any muddy and slimy water from the beneficiation/washing plant and shall provide settling tanks of proper design and adequate capacity for settling solids so that only decanted water may overflow.
11. The Lessee shall undertake the work of desilting of drains and streams outside the leased area periodically to prevent them from being choked and shall provide check dams to facilitate the settling of suspended solids.
12. The Lessee shall take necessary steps not to overload or allow it to be overloaded the trucks carrying the ore/rejects from the leased area to any loading point or stockyard.
13. The Lessee shall make and pay such reasonable compensation to the owner or tenant or occupant of the land or property situated in the leased area or in the vicinity of the leased area which is damaged or injured or disturbed as a result of mining operations or due to the flow of mining rejects, slimes or wastes from the mine as the case may be, as may be assessed by the Collector, South Goa in accordance with the law in force on the subject and shall indemnify or keep indemnified fully and completely the Government against all claims which may be made by any person or persons in respect of any such damage, injury or disturbance and all costs and expenses in connection therewith.
14. The Lessee shall obtain surface rights or obtain consent of the owner/occupier of land before entering the land for commencement of mining operations in the area.

Smt. Kanta L. Melwani and Shri Harish L. Melwani, legal heirs of late Shri Lekhraj N. Melwani shall on peril of revocation of this Order execute within a period of 180 days from the date of communication of this Order a deed of lease as contemplated under rule 31 of the Mineral Concession Rules, 1960.

SCHEDULE

District	Taluka	Village	T. C. No.	Area in hectares
North Goa	Bicholim	Arvalem	39 of 1953	85.85 Ha.

By order and in the name of the Governor of Goa.

V. G. Manerkar, Under Secretary (Mines).

Panaji, 18th January, 1993.

Department of Labour

Order

No. 28/17/88-LAB

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of Section 17 of the Industrial Dispute Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Governor of Goa.

V. G. Manerkar, Under Secretary (Labour).

Panaji, 14th December, 1992.

**IN THE INDUSTRIAL TRIBUNAL
GOVERNMENT OF GOA
AT PANAJI**

(Before Shri M. A. Dhavale, Hon'ble Presiding Officer)

Ref. No. IT/9/89

Kum. Amita S. P. Sardessai — Workman/Party I
V/s
The Madgaum Urban Co-op. Bank — Employer/Party II
Workman represented by Shri B. G. Kamat.
Employer represented by Shri S. Nabar.

Panaji, dated. 23-11-1992.

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Dispute Act, 1947, the Govt. of Goa by its order No. 28/17/88-ILD dated 12 January, 1989 has referred the following issue for adjudication by this Tribunal.

"Whether the action of the management of M/s The Madgaum Urban Co-operative Bank Limited, Margao, in terminating the services of Miss Amita S. Sardessai w.e.f. 5-7-1986 is legal and justified?"

2. On receipt of this reference, a case at No. IT/9/89 was registered and notices were sent to both the parties in response to which they appeared and submitted their pleadings.

3. Party I—Kum. Amita S. Sardessai (hereinafter called as the workman) has filed her Statement of Claim (Exb. 2) wherein she has averred as follows:

"Party—The Madgaum Urban Co-operative Bank Limited (hereinafter called as Bank) is a Co-operative Bank having its registered office at Margao, Goa, and a few branches elsewhere in Goa. The Bank carries all Banking activities like accepting of deposits, granting loans and maintaining several types of accounts of the customers. The workman is a Commerce Graduate from Bombay University and she joined the Bank services at Sanguem Branch on 20-8-1985. She was appointed as clerk and was attending to the clerical work of various nature in different departments/sections. She worked continuously from 20-8-1985 till 5-7-1986 and was doing the clerical work of permanent nature. There was no separate contract of Employment between her and the Bank. However, the workman's services were terminated w.e.f. 5-7-1986 by the bank without complying with the conditions laid down in section 25-F of the Industrial Dispute Act 1947 and hence it has been averred that the order of termination is illegal and void. Subsequent to the workman's termination, the Bank recruited new employees in the permanent post which fell vacant by the workman's exit. Thus, it has been contended that the termination of her services is by way of unfair labour practice and thus the said termination is unjustified. Hence, she has prayed that the said order of termination should be set aside and she should be reinstated with full back wages and other incidental reliefs.

4. Party II—Bank, by its Written Statement at Exb. 4 resisted the workman's claim contending inter-alia, thus: It is true that Miss Amita was serving as clerk in the Bank since 6-5-1986. However, her service stood automatically terminated w.e.f. 5-7-1986. A dispute was raised for more than a year and hence the same is an after thought. The workman's claim is mis-conceived as the present case clearly falls within the exception provided in Section 2(oo)(bb) of the I. D. Act, 1947. It does not amount to retrenchment and, therefore, there was no question to comply with the provisions of Section 25F of the I. D. Act. It has been contended that the workman was employed purely on temporary basis for a short period of time wherever there was exigency of work in the Bank. Everytime when her services were required, the Bank used to issue separate appointment letters stating therein that her appointment was purely temporary in every such letter and the date on which the appointment would come to an end was clearly stated. Everytime, when there was need for additional hand, the workman used to be appointed in different sections, hence, she worked in different bank branches at Sanguem and there after at Margao. It is denied that the workman continuously worked from 20-5-1985 to 5-7-1986 and was doing clerical work of permanent nature. Hence, it has been contended that the order of termination is not illegal and void as

claimed by the workman. It is denied that the workman was a permanent employee of the bank and that the Bank recruited no permanent employees in place of the present workman. Hence, there was no retrenchment as such and hence the workman is not entitled to any relief.

5. On these pleadings, my Learned Predecessor, Shri S. V. Nevagi, framed the following issues at Exb. 5.

1. Whether workman served with the Bank continuously for a period between 20th May, 1985 to 5th July, 1986 as alleged?
2. If so, whether the action of the management of the Bank in terminating her services on 5th July, 1986 was in breach of the provisions u/s 25 F of the I. D. Act?
3. If so, whether the said termination of the services of the workman by the Bank is just and legal in the circumstances of the case?
4. If not, to what reliefs is the workman entitled to?
5. What order?
6. My findings on the above issues are as follows for the reasons stated below:
 1. In the affirmative.
 2. In the affirmative.
 3. In the negative.
 4. As stated in para 17.
 5. As per final order below.

REASONS

7. The rival contentions of the parties to this dispute have been stated in the opening paragraphs of this judgement which need no further repetition. Now, this reference was made in the year 1989 but it did not come up for final hearing for a very long time till Nov., 1992 on account of the latches on the part of the Bank's Advocates in attending this Tribunal as can be seen from the roznama of this case. The Bank had engaged as many as 5 Advocates namely Adv. S. D. Lotlicar, Adv. A. Couto, Adv. Shri Nabar, Adv. Smt. Lotlikar and Adv. Kum. Shirgaonkar. However, none of them seemed to be very careful in appearing in this proceeding on the dates fixed. In the beginning, even the written statement was not filed and the Tribunal proceeded to hear the case in the absence of any written statement. Thereafter, with the permission of the Tribunal, the written statement was brought on record and the issues were framed after which, the case was proceeded and posted for hearing. However, at the time of actual hearing, a submission was made that there was every possibility of settling the claim made by the workman and hence the matter was adjourned from time to time for a pretty long time. However, eventually it was submitted that no settlement was possible and hence the matter was posted for hearing on 23-9-92. However, on the previous dates i.e. on 16-6-92, 24-8-92 and 27-8-92, there was no appearance on behalf of the employer of any of the five Advocates of the Bank. On 23-9-92 also, although Shri B. G. Kamat for the workman was present, still there was no appearance on behalf of the Employer-Bank and eventually the matter was posted for hearing on 19-11-1992 on which date there was no appearance of the Advocates for the Bank. Hence, the only course open for me was to proceed ex-parte as contemplated in Rule 10-B(9) framed under the Industrial Disputes Act.

8. On behalf of Party I-Workman by name Amita S. P. Sardessai has examined herself at Exb. 6 and she also produced the necessary documents. On considering the same, I now proceed to consider the issues framed in this case.

9. Now, it is the case of the workman that she was first appointed as a Clerk from 20-5-1985 in the Sanguem Branch of Party II. To support her contention in this behalf she has produced a copy of the appointment order which can be found at Exb. 9. The said order needs to be reproduced since it has considerable relevance in this case. It reads thus:

HEAD OFFICE

Ref. No. 17/3134/84-85
Miss Amita Sardessai,
Behind Grace Church,
Margao - Goa.

Date 17th May, 1985

Madam,

I am pleased to inform, that you have been appointed for the post of temporary Clerk at our Sanguem Branch of the Bank for a period of 45 days w.e.f. 20th May, 1985.

You will draw a total monthly salary at the rate of Rs. 650/- per month.

Please note that, your appointment is purely temporary and will terminate as at the close of business on 3rd July, 1985.

Yours faithfully,
Sd/-
(A. M. Hodarkar)
Chairman

10. The 45 days for which she was employed expired on 3rd July, 1985. However, on 4th July, 1985 she was again posted as a Clerk till 31-7-1985. She was again posted from time to time as can be seen from the statement given by her at Exb. 8 which requires reproduction adverbium. It reads thus:

**Statement Showing Working Days of Miss Amita S. P.
Sardesai in Madgaum Urban Coop. Bank Ltd.**

Date of appointment	Days	Monthly salary paid
20th May, 1985 to 3rd July '85	45	Rs. 650/- p. m.
4th July '85 to 31st July '85	30	"
2nd Aug. '85 to 31st Aug. '85	30	"
2nd Sept. '85 to 1st Oct. '85	30	"
21st Oct. '85 to 19th Nov. '85	30	"
20th Nov. '85 to 31st Dec. '85	42	"
1st Jan. '86 to 31st Jan. '86	31	"
4th Feb. '86 to 4th April '86	60	"
7th April '86 to 6th May '86	30	"
9th May 1986 to 19th May '86	11	"
20th May 1986 to 5th July '86	47	"
	386	
20th May '85 to 19th May '86	12 months	
20th May '86 to 5th July '86	1½ months	
For 13½ months	386 working days	
therefore for 12 months	345 working days	

11. Now, the aforesaid evidence given by Miss Amita Sardesai has gone unchallenged. Even if there was appearance on behalf of the Bank, on the final date of hearing, still in so far as the workman's evidence finds substantial support in the documents produced by her at Exb. 8 and Exb. 9, there would have been very little scope even for a cross examiner to dislodge her assertions regarding the material facts. At the cost of repetition, I would say that the workman has produced the several appointment letters from 20th May, 1985 till 5th July, 1986 and has also given a statement showing the days on which she had worked vide Exb. 8. In view of this state of affairs, it follows that the workman had worked for 339 days i. e. more than 240 days in a year preceding her termination. The workman has also produced the extracts from her Bank book where her salary used to be credited. This also shows that she was paid her monthly salary at the rate of Rs. 650/- p. m. till she worked. On this established state of affairs, the main question and perhaps the only question that arises for determination is whether the workman succeeds in proving that her services were illegally terminated w. e. f. 5th July, 1986.

12. Now, on reading the Written Statement submitted by the Bank, it clearly seems to me that the Bank is taking shelter under the provisions contained in Section 2(oo) (bb) of the Industrial Disputes Act. It reads thus:

2(oo) —“Retrenchment” means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include —

(a) xxxx

(b) xxxx

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or

(c) xxxx

13. Now, our High Court had an opportunity to interpret the provisions contained in Sec. 2(oo) (bb) of the I. D. Act in a ruling reported in 1990 LABIC 100, in the case of Dilip Hanumantrao Shirke and others v/s. Zilla Parishad, Yavatmal and others. In para. 7 on page 103 it has been observed by His Lordships thus:

“As stated above, the terminations which are included in sub cl. (bb) are those which are brought about either because of non-renewal of the contract or because of expiry of time stipulated in the contract of employment. It needs no further explanation but the probability of the employer exploiting the labour by giving fixed tenure appointments can never be overruled and, therefore, it would be improper and unwise simply to decide the nature of employment on the basis of letter of appointment issued by the employer. The nature of employment will have to be determined with reference to the nature of duties performed by the workman and type of job the workman was entrusted with. If the workman is engaged to do a particular job which may require him to do actual work for more than 240 days in twelve calendar months, such employment would be covered by the amended sub-clause because the employment comes to an end with the completion of the work. A stipulation in the contract that employment would be for a specific period or till completion of the work, may also fall within the scope and the ambit of this sub. clause. But if the employer resorts to contractual employment as a device to simply take it out of the principle Cl. (oo) irrespective of the fact that the work continues or the nature of duties which the workman was performing are still in existence, such contractual engagement will have to be tested on the anvil of fairness, propriety and bonafides. May be that such fixed tenure employments are made to frustrate the claim of the workman to become regular or get himself confirmed as a permanent employee either under the rules applicable to such employment or even under the Standing Orders. It is always open to the Court adjudicating the dispute to examine each and every case in its proper perspective and to protect the workman against the abuse of the amended provision. If this protection is not afforded, the benefit flowing from retrenchment, to which every termination succumbs, would be rendered nugatory. The amended sub. Clause (bb) would apply to only such cases where the work ceases with employment or the post itself ceases to exist or such other analogous cases where the contract of employment is found to be fair, proper and bonafide. To a certain extent, I am also supported in my view by the decision reported in the case of Shailendra Nath Shukla v/s. Vice Chancellor, Allahabad University, 1987 LAB I. C. 1607 (ALL).

14. The view taken by Our High Court has also been followed by Madras High Court in the case reported in 1992-I.L.L.N.150. In the case of K. Rajendran v/s. Director (Personnel), Project and Equipment Corporation of India Ltd., New Delhi. In the head note, it has been observed thus:

“Sub-clause (bb) to Cl. (oo) of S. 2 of the Industrial Disputes Act, 1947, which was added in 1984 is an exception which must be interpreted narrowly. Of course the intention of the Parliament in enacting Sub. Cl. (bb) to Cl. (oo) of S. 2 of the Act was to exclude certain categories of workers from the definition of “retrenchment”. But there is nothing in Sub. Cl. (bb) which enables an unscrupulous employer to terminate the service of the workers on the ground of non-renewal of their contract even when the work for which they were employed subsist. The exception as contained in Sub. cl. (bb) will have to be strictly construed and Cl. (bb) should be made applicable only to such cases where the work ceases with the employment or the post itself ceases to exist. Clause (bb) cannot be made applicable to a case when the employer resorts to contractual employment as a device to simply take it out of Clause (oo) of S. 2 of the Act notwithstanding the fact that the work for which workman are employed continues or the nature of duties which the workman was performing are still in existence”.

15. While arriving at the above referred conclusion his Lordship of Madras High Court has also relied upon a ruling of the Punjab and Haryana High Court in the case of Balbir Singh v/s. Kurukshetra Central Co-operative Bank Ltd. and anr. 1990 II LLN 576. Similar view has also been taken by Andhra Pradesh High Court in the case of Sreenivasa Rao v/s. Labour Court, Hyderabad and another 1990 II LLJ 577.

16. Thus, in view of the weighty observations of Their Lordships of as many as 4 High Courts including ours, it follows that in the instant case, the workman's termination from service w.e.f. 5-7-1986 clearly amounts to retrenchment, as defined in the Act. The evidence on record further reveals that the post where the workman was serving was not abolished. Had it been a case, then different considerations would have arisen to find out whether the workman's employment came to an end by efflux of time. The workman has led a very cogent evidence to prove the existence of the post where she was serving. She has produced an advertisement issued by Party II. Bank seeking for the applications for filling the posts of clerks and Jr. Officers. This evidence clearly discloses that the post of clerks had fallen vacant and hence it cannot be said that the workman's post was abolished. Over and above the workman has also stated in her evidence that after her services were terminated one clerk was appointed in her place. Besides, 4 to 5 clerks namely Laximikant Kamat, Rajan Angle, Suwarna Kakode, Nita Hede etc., were also subsequently appointed by the Bank and thereafter the above referred Advertisement was published. This clearly shows that even in the year 1986 there were vacancies for the clerks, which were filled in by 4, 5 new incumbents. In view of the established state of affairs, which has remained unchallenged and which as I have stated earlier, could not have controverted even if she was cross examined by the Bank's Advocate, clearly goes to show that the post on which she was appointed was in

existence and subsequent to her termination 4 to 5 new clerks were appointed. In view of the matter, there should have been no difficulty to accommodate the present workman who had atleast more than one year's experience. However, the Bank did not do it and hence it follows that her termination, without following the provisions laid down in S. 25-F of the I.D. Act, is clearly violated. I, therefore declare that the action of the management of M/s. Madgaum Urban Co-op. Bank Ltd., in terminating the services of Kum. Amita S. P. Sardesai w.e.f. 5-7-1986 is not legal and justified and hence I answer the first three issues accordingly.

17. In view of my conclusions, on the foregoing issues it follows that the workman is entitled to relief of reinstatement with full back wages and continuity of service and costs. I, therefore, pass the following order.

ORDER

It is hereby declared that the action of the management of the Madgaum Urban Co-operative Bank Ltd., Margao, Goa, in terminating the services of Kum. Amita S. P. Sardesai, with effect from 5-7-1986 is not legal and justified and hence the Bank is directed to reinstate the workman by giving her full back wages and continuity of service and costs at Rs. 200/- (Rupees two hundred only), before 1st of January, 1993.

Party II—Bank to bear its own costs.

Inform the Government of this award.

Sd/-

(M. A. DHAVALÉ)
Presiding Officer
Industrial Tribunal